

# Exhibit P

# LINDEN PONDS

## RESIDENCE AND CARE AGREEMENT

September 2009

## TABLE OF CONTENTS

Section 1.	<u>DESCRIPTION OF COMMUNITY</u> .....	1
1.1	<u>Independent Living Units</u> .....	1
1.2	<u>Renaissance Gardens</u> .....	1
Section 2.	<u>TERM</u> .....	2
Section 3.	<u>LIVING ACCOMMODATIONS</u> .....	2
3.1	<u>Resident's Right to Occupy</u> .....	2
3.2	<u>Rights of New Spouse</u> .....	2
3.3	<u>Resident's Obligation to Furnish Unit</u> .....	3
3.4	<u>Customized Improvements</u> .....	3
Section 4.	<u>SERVICES TO RESIDENTS</u> .....	3
4.1	<u>Independent Living Services</u> .....	3
4.2	<u>Assisted Care Services</u> .....	4
4.3	<u>Skilled Nursing Services</u> .....	4
Section 5.	<u>ANCILLARY SERVICES</u> .....	5
5.1	<u>Services Available through LINDEN PONDS</u> .....	5
5.2	<u>Services Available through Outside Providers</u> .....	5
5.3	<u>Services Not Provided</u> .....	5
Section 6.	<u>OTHER RESIDENT RIGHTS</u> .....	6
6.1	<u>Residents' Association</u> .....	6
6.2	<u>Resident Guests</u> .....	6
6.3	<u>Physicians and Other Professionals</u> .....	6
Section 7.	<u>REFUNDABLE ENTRANCE DEPOSIT</u> .....	6
7.1	<u>Payment of Refundable Entrance Deposit</u> .....	6
7.2	<u>Escrow &amp; Release of Refundable Entrance Deposit</u> .....	6
7.3	<u>Adjustments to Entrance Deposit</u> .....	7
7.4	<u>Refund of Entrance Deposit Prior to Occupancy</u> .....	8
7.5	<u>Refund of Entrance Deposit after Occupancy</u> .....	8
7.6	<u>Limitation on Amount of Refund</u> .....	9
Section 8.	<u>MONTHLY SERVICE PACKAGES</u> .....	10
8.1	<u>Monthly Service Packages</u> .....	10
8.2	<u>Monthly Service Packages for Joint Residents</u> .....	10
8.3	<u>Adjustments to Monthly Service Packages</u> .....	10
8.4	<u>Monthly Service Package in Event of Temporary Transfer</u> .....	11
8.5	<u>Monthly Service Package in Event of Permanent Transfer</u> .....	11
8.6	<u>Monthly Service Package in Event of Termination of Agreement</u> .....	11
Section 9.	<u>OTHER FEES OR COSTS</u> .....	11
9.1	<u>Processing Fee</u> .....	11
9.2	<u>Ancillary Services Fees</u> .....	12
9.3	<u>Other Services</u> .....	12
	12	
9.4	<u>Refurbishing Fee</u> .....	12
9.5	<u>Medical and Other Insurance</u> .....	12
9.6	<u>Funeral Arrangements and Burial Expenses</u> .....	12
9.7	<u>Non-Solicitation of Employees</u> .....	12
Section 10.	<u>FINANCIAL INABILITY TO PAY</u> .....	13

Section 11.	<b>TRANSFERS</b> .....	14
11.1	<b>Temporary and Permanent Transfers</b> .....	14
11.2	<b>Transfer at the Election of Resident</b> .....	15
11.3	<b>Transfer at Election of LINDEN PONDS: Non-Emergency</b> .....	15
11.4	<b>Transfer at Election of LINDEN PONDS: Emergency</b> .....	15
11.5	<b>Use of Living Unit</b> .....	16
Section 12.	<b>TERMINATION</b> .....	16
12.1	<b>Automatic Cancellation</b> .....	16
12.2	<b>Termination by Resident</b> .....	16
12.3	<b>Termination by LINDEN PONDS</b> .....	17
12.4	<b>Vacating the Unit</b> .....	17
Section 13.	<b>RIGHTS OF LINDEN PONDS</b> .....	18
13.1	<b>Community Rules and Regulations</b> .....	18
13.2	<b>Access to Living Units at the Community</b> .....	18
13.3	<b>Property Rights</b> .....	18
13.4	<b>Limitation of Liability</b> .....	18
13.5	<b>Unauthorized Transfers of Property</b> .....	19
13.6	<b>Religious Affiliation and Sponsorship</b> .....	19
Section 14.	<b>MISCELLANEOUS PROVISIONS</b> .....	19
14.1	<b>Documents Incorporated by Reference</b> .....	19
14.2	<b>Rules of Construction</b> .....	19
14.3	<b>Non-waiver</b> .....	19
14.4	<b>Entire Agreement</b> .....	20
14.5	<b>Amendment</b> .....	20
14.6	<b>Severability</b> .....	20
14.7	<b>Paragraph Headings</b> .....	20
14.8	<b>Governing Law: Jurisdiction</b> .....	20
14.9	<b>Assignment</b> .....	20
Section 15.	<b>DEFINITIONS</b> .....	20

SCHEDULE I -  
SCHEDULE II -

SCHEDULE OF FEES  
DOCUMENTS INCORPORATED

**LINDEN PONDS**  
**RESIDENCE AND CARE AGREEMENT**

This Residence and Care Agreement (the "Agreement") is made and entered into the day of \_\_\_\_\_ by and between LINDEN PONDS, INC. (referred to in this Agreement as "LINDEN PONDS") and \_\_\_\_\_ (referred to in this Agreement as the "Resident(s)").

**RECITALS**

R.1 Linden Ponds Retirement Community (the "Community") is a continuing care retirement community located in Hingham, Massachusetts developed in phases to offer various living accommodations and services to seniors, as described herein.

R.2 LINDEN PONDS is a registered continuing care provider under the laws of the Commonwealth of Massachusetts and is the operator of the Community. LINDEN PONDS desires to provide certain services listed in this Agreement to Resident and Resident desires to receive such services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. DESCRIPTION OF COMMUNITY**

The Community is being developed in phases over an eight year period, subject to obtaining all necessary or required governmental approvals and licenses. The Community shall consist of Independent Living Units, Assisted Care Units, and Skilled Nursing Units.

1.1 Independent Living Units. The Community is planned to have 1747 independent living units within three residential neighborhoods with community buildings. The community buildings will include one or more dining rooms, classrooms, cardrooms, lounges, and other common areas. The Community is planned to include banks, beauty salons, convenience stores, guest rooms, an auditorium, a conference center, a full-service outpatient Medical Center, and a pool. Each residential neighborhood is planned to feature at least one unique facility, such as the Medical Center, the swimming pool, the health club, or the like.

1.2 Renaissance Gardens. Renaissance Gardens refers to the Community's on-site health care neighborhood. Renaissance Gardens houses both the Assisted Care Units and the Skilled Nursing Units. Each floor of Renaissance Gardens will include a dining room, a resident lounge, activity rooms and a bathing core. Renaissance Gardens will be constructed in four phases.

1.2.1 Assisted Care Units. Renaissance Gardens is planned to include approximately 96 Assisted Care Units to be completed in phases. It is expected that the aggregate number of Assisted Care Units planned for the Community will adequately serve the needs of Community residents and the number of Assisted Care Units has been calculated based on the management company's experience in other communities. However, in the unusual circumstance that the Assisted Care Units are fully occupied, the Medical Director, or his or her designee, first will arrange for Ancillary Services to be offered in Resident's Independent Living Unit and second, if necessary, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by Resident in the event of such a transfer.

1.2.2 Skilled Nursing Units. Renaissance Gardens is planned to include approximately 132 Long Term Care Units ("Skilled Nursing Units") to be completed in phases. It is expected that the aggregate number of Skilled Nursing Units will adequately serve the needs of Community residents and the number of Skilled Nursing Units has been calculated based on the management company's experience in other communities. However, in the unusual circumstance that the Skilled Nursing Units are fully occupied, the Medical Director, or his or her designee, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by Resident in the event of such a transfer.

## Section 2. TERM

The Term of this Agreement shall be from the date of execution of the Agreement until the Agreement is terminated as provided by Section 12.

## Section 3. LIVING ACCOMMODATIONS

3.1 Resident's Right to Occupy. Resident shall have the right to occupy and to use the following Living Unit: \_\_\_\_\_, as-is, from the Occupancy Date to the Departure Date, subject to provisions for a change in accommodations as provided in Section 11 of this Agreement. Resident may not assign or sublet the right to occupy a Living Unit to any other person. LINDEN PONDS shall provide the Living Unit, in good condition, with neutral painted walls, and with standard carpeting in Independent Living Units and Assisted Care Units.

3.2 Rights of New Spouse. If during the term of residency the Resident marries a person who is not a resident of the Community, the Resident's spouse will be required to meet LINDEN PONDS' financial and health-related qualifications for entrance into the Community. The financial qualifications are meant to serve as a financial protection for the larger community of residents. LINDEN PONDS reserves the right to determine the appropriate level of care within the Community for the spouse or to determine that there is not an appropriate level of care within the Community for the spouse. If the Resident's spouse is not accepted by LINDEN PONDS, the Resident may terminate the Agreement in accordance with Section 12.2 of this

Agreement. If the Resident's spouse is accepted by LINDEN PONDS, the fee structure described in Sections 7.3.2 and 8.2 for Joint Residents will apply.

**3.3 Resident's Obligation to Furnish Unit.** Resident shall be responsible for furnishing the Independent Living Unit and the Assisted Care Unit and for procuring insurance for personal possessions and furnishings. LINDEN PONDS will provide furnishings and equipment, as required by law, for Skilled Nursing Units.

**3.4 Customized Improvements.** Resident may decorate the Living Unit to Resident's personal taste with pictures, window treatments, and the like, so long as such decorations are not permanent fixtures to the Unit or can be easily removed without damaging the structural integrity of the Unit. All other customized improvements to any Independent Living Unit or Assisted Care Unit to be undertaken by Resident either prior to or after the Occupancy Date must be approved in writing by the Executive Director in order to protect the structural integrity of the Unit. The firm or individual contracted with for making the approved improvements, and the plans under which those changes will be made, will be subject to the approval of the Executive Director. Any agreement regarding improvements and any charges related to such changes shall be put in writing and signed by the parties to this Agreement. For charges related to the removal of any improvements, please see Section 9.4. No customized improvements may be made to a Skilled Nursing Unit.

#### **Section 4. SERVICES TO RESIDENTS**

LINDEN PONDS will make available the following services to Resident, as applicable, for the appropriate Monthly Service Packages, during the life of the Resident, unless the Agreement is sooner terminated as provided in Section 12.

**4.1 Independent Living Services.** Covered Services included in the Independent Living Monthly Service Packages are:

- One meal a day;
- Emergency communication system;
- Security/Safety Officers on duty 24 hours;
- All utilities (except personal telephone);
- Basic cable or satellite television service;
- Pre-wiring for telephone;
- On-campus shuttle transportation & scheduled local shuttle transportation;
- Maintenance and insurance of buildings, grounds and equipment;
- Insurance of the Independent Living Unit and all items in the unit, except items owned by Resident;
- Sewage, trash and snow removal in common areas; and
- Use of all public rooms and common areas of the Community.

4.2 Assisted Care Services. Upon the opening of assisted care in Renaissance Gardens, Covered Services included in the Assisted Care Monthly Service Package will generally be as follows. LINDEN PONDS intends to provide several care packages to serve different care needs and some services listed below may not be available for certain care packages. Further details on the services available at each level of assisted care, on LINDEN PONDS' and Resident's rights and obligations in Assisted Care will be set forth in a specific Assisted Care Addendum to the Residence and Care Agreement:

Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;  
Individualized plan of care;  
At least three meals per day;  
Regularly scheduled Registered Nurse review and assessment;  
Laundry service;  
Light housekeeping care, including emptying trash, light dusting, bathroom and floor cleaning as needed;  
Medical appointment scheduling, as needed;  
Social/recreational activities;  
Emergency communications system;  
Security/Safety officers on duty 24 hours per day;  
All utilities (except personal telephone);  
Basic cable or satellite television service;  
Pre-wiring for telephone;  
On-campus shuttle transportation;  
Scheduled local shuttle transportation, as determined by Community (if medically appropriate);  
Maintenance and insurance of buildings, grounds and equipment;  
Sewage, trash and general snow removal in common areas; and  
Use of all public rooms and common areas of the Community.

4.3 Skilled Nursing Services. The following Covered Services are included in the Monthly Service Package for the Nursing Facility. Further details on the LINDEN PONDS' and Resident's rights and obligations in the Nursing Unit will be set forth in the Nursing Contract Addendum to the Residence and Care Agreement.

Nursing care;  
At least three meals a day;  
Tray service;  
Individual care plans;  
Planned activities;  
Laundry services for linens and towels owned by LINDEN PONDS (Personal linen and laundry will be charged as an Ancillary charge);  
Housekeeping;  
Emergency communication system;

Security/Safety Officers on duty 24 hours per day;  
Basic cable or satellite television service;  
All utilities (except personal telephone);  
Maintenance and insurance of buildings, grounds and equipment;  
Pre-wiring for telephone;  
Sewage, trash and snow removal in common areas; and  
Use of all public rooms and common areas of the Community.

**Section 5. ANCILLARY SERVICES**

**5.1 Services Available through LINDEN PONDS.** In addition to the Covered Services described in Sections 4.1, 4.2, and 4.3 of this Agreement, LINDEN PONDS anticipates that the following services will be available to Resident for an additional fee. These services will be phased in as the Community is developed and some services may not be immediately available. Other services which are not listed may also be available.

Tray service to Residents in Assisted Care;  
Housekeeping and laundry service for residents in Independent Living or Assisted Care;  
Extra meals for Residents in an Independent Living Unit;  
Guest meals;  
Lodging in guest rooms on a temporary and space available basis;  
Limited personal storage space;  
Limited reserved parking space;  
Snow removal from resident cars  
On-campus health club membership;  
Home health services in an Independent Living Unit; and  
Home health services in an Assisted Care Room for one-on-one care by nursing aide assigned to Resident.

**5.2 Services Available through Outside Providers.** LINDEN PONDS also expects to contract with outside providers to provide the following services to Residents at the Community: medical services through the on-site Medical Center; laboratory services; medical supplies; prescription drugs; physical, speech and occupational therapy. These services will be provided at an additional fee by the outside provider and will be billed separately by the outside provider. Such services may be covered by Medicare or by resident's other medical insurance. LINDEN PONDS does not charge Resident any additional fee for use of or access to these outside providers. These services will be phased in as the Community is developed and some services may not be immediately available.

**5.3 Services Not Provided.** Certain services are outside the full spectrum of health care services that LINDEN PONDS can provide. Chronic care, hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Care Unit or a Skilled Nursing Unit are not provided by LINDEN PONDS or covered under the terms of this

Agreement. LINDEN PONDS will assist with any necessary transfers to such facilities; however, Resident will be responsible for the cost of such care and transfer.

**Section 6. OTHER RESIDENT RIGHTS**

**6.1 Residents' Association.** Resident shall have the right to participate fully in a Residents' Association, or other organization of residents by whatever name designated and to meet privately to conduct business.

**6.2 Resident's Guests.** Resident shall have the right to receive guests and visitors at the Community and to allow such guests and visitors to stay in an Independent Living Unit on a temporary basis, subject to the reasonable policies and procedures of LINDEN PONDS for use of the Community. Guest meals, guest cots, or rental of one of the Community's guest rooms will be treated as an Ancillary Service, the costs of which are chargeable to Resident.

**6.3 Physicians and Other Professionals.** Resident shall have the right to select attending physicians and other health care professionals, provided such physicians or other health care professionals shall agree to follow the reasonable policies and procedures of LINDEN PONDS and applicable federal and state laws, rules and regulations. Resident is not required to use the on-site Medical Center or the physicians practicing there.

**Section 7. REFUNDABLE ENTRANCE DEPOSIT**

**7.1 Payment of Refundable Entrance Deposit.** Resident shall pay to LINDEN PONDS a total Entrance Deposit, as shown in Schedule I, on or before taking residence at the Community unless such Resident has been admitted to Linden Ponds under the Linden Ponds Scholarship Program. LINDEN PONDS does not require a joint resident Entrance Deposit if Joint Residents occupy the same Living Unit.

**7.2 Escrow & Release of Refundable Entrance Deposit.** The deposits made by Resident towards the total Entrance Deposit will be held in escrow by LINDEN PONDS until Resident either occupies the Living Unit or the Living Unit is available for immediate occupancy. When the applicable conditions have been fulfilled, the Entrance Deposit will be released from escrow in full and will be held or used by LINDEN PONDS until the termination of this Agreement as provided in Section 12. Once released from escrow, the initial Entrance Deposits are normally loaned by LINDEN PONDS to the landowner. However, LINDEN PONDS may elect to retain the initial entrance deposits to finance the working capital needs of the Community. Entrance Deposits received from subsequent occupants of each Living Unit will be partly used to refund the Entrance Deposit paid by the prior occupant. Any positive difference between the new Entrance Deposit and the amount refunded to the prior occupant will normally be used by LINDEN PONDS for capital repairs, improvements, and other funds to benefit the Community and required by LINDEN PONDS' lease or other financing agreements. However, Resident retains a right to a refund of the Entrance Deposit subject to the terms and conditions set forth in Sections 7.4, 7.5, and 7.6 of this Agreement.

In the case of joint Residents, the Entrance Deposit shall be deemed to be a joint asset of the joint Residents with the right of survivorship and may be used for the care of either joint Resident. No interest shall be paid to Resident on a Resident's Entrance Deposit.

**7.3. Adjustments to Entrance Deposit.** Resident will not be required to pay an additional or increased Entrance Deposit as long as Resident remains in Resident's original Living Unit. Resident's Entrance Deposit may be revised only under the circumstances listed below. Resident retains the right to a refund of the Entrance Deposit upon the termination of this Agreement, as discussed in Sections 7.4, 7.5, and 7.6 of this Agreement and Resident's Entrance Deposit is also available for Resident's maintenance and support as provided in Section 10.

**7.3.1** If Resident transfers permanently from one Living Unit to another Living Unit with a higher Entrance Deposit, Resident shall pay to LINDEN PONDS an additional deposit equal to the difference between the Entrance Deposit then in effect for Resident's present Living Unit and the Entrance Deposit then in effect for the Living Unit to which Resident is transferring.

**7.3.2** If Resident's new spouse is accepted as a resident in the Community and is placed in a Living Unit other than that of Resident (see Section 3.2 of this Agreement), Resident and his or her new spouse must pay to LINDEN PONDS an additional Entrance Deposit for the spouse's Living Unit, unless the new spouse is admitted under the Linden Ponds Scholarship Program for the new Living Unit of the spouse, and the new spouse must sign a separate Residence and Care Agreement for the new Living Unit.

**7.3.3** Resident shall normally not be entitled to a refund or decrease of the Entrance Deposit due to any temporary or permanent transfer, for whatever reason, during the Term of this Agreement. However, LINDEN PONDS may make a partial refund of the Entrance Deposit to Resident in the following circumstances: 1) Resident transfers to a smaller Independent Living Unit than the Independent Living Unit which Resident is currently occupying; and 2) the Entrance Deposit for the smaller Independent Living Unit is currently lower than the Entrance Deposit that Resident originally paid for an Independent Living Unit. In the circumstances described in this Section 7.3.3, LINDEN PONDS may refund the difference between the current Entrance Deposit for Resident's new Independent Living Unit and the original Entrance Deposit paid by Resident.

**7.3.4** LINDEN PONDS offers the Flexible Payment Program that reduces the Entrance Deposit together with an increase in the Monthly Service Package. The Entrance Deposit is reduced to the specific amount described in the Flexible Payment Program Addendum, attached and incorporated hereto in Schedule II. The fees, terms and conditions of, and eligibility for participation in the Flexible Payment Program are determined by LINDEN PONDS in its sole discretion. If LINDEN PONDS and Resident agree that Resident may participate in the Flexible Payment Program, Resident must sign the Flexible Payment Program Addendum a copy of which is included in Schedule II.

7.4 Refund of Entrance Deposit Prior to Occupancy. Any portion of the Entrance Deposit paid prior to occupancy, with the exception of any Entrance Deposit made from the Linden Ponds Scholarship program on behalf of Resident shall be refunded by LINDEN PONDS to Resident or Resident's legal representative, as appropriate, prior to occupancy in the following circumstances:

7.4.1 Resident withdraws his or her application or rescinds the Residence and Care agreement for any reason prior to occupancy;

7.4.2 Resident dies before occupying the unit or is precluded from occupying the unit through illness, injury, or incapacity; or

7.4.3 LINDEN PONDS elects to terminate the Agreement if it is determined that Resident is ineligible for entrance into the community.

The refund of the Entrance Deposit shall be made within thirty (30) days following LINDEN PONDS' receipt of actual notice of the termination of this agreement. If the refund is made due to Resident's death or to Resident's rescission of the Agreement prior to occupancy of the Living Unit, LINDEN PONDS will deduct any outstanding fees for customizing the Living Unit as set forth in a written agreement between Resident and LINDEN PONDS. If one of Joint Residents dies prior to occupancy, the remaining Resident may, but is not required to, rescind this Agreement. The surviving Resident may request a different Living Unit, and LINDEN PONDS will refund or charge any difference in the Entrance Deposit between the Units, provided this election is made in writing at least thirty (30) days prior to occupancy.

7.5 Refund of Entrance Deposit after Occupancy. After occupancy of the Living Unit and subject to the terms and conditions of Section 7.6 of this Agreement, LINDEN PONDS shall pay a refund of the Entrance Deposit to Resident except for any Entrance Deposit made on behalf of Resident from the Linden Ponds Scholarship Program as follows:

7.5.1 Termination by Resident during Lifetime. If Resident terminates the Agreement at any time after the Occupancy Date, LINDEN PONDS shall pay a refund of the Entrance Deposit except for any deposit made on behalf of Resident from the Linden Ponds Scholarship Program within sixty (60) days after fulfillment of the following conditions: (1) Resident has vacated and has removed all possessions from the Living Unit; (2) Resident has signed a unit release for the Living Unit; (3) Resident has paid to LINDEN PONDS all outstanding fees and charges; and (4) a qualified, new resident has signed a new Residence and Care Agreement for the Living Unit and has settled in full by paying a new Entrance Deposit. If, at the time of termination, Resident resides in a Living Unit at a higher level of care than the level of care in which Resident resided upon initially entering the Community, then the last Living Unit occupied by Resident at the initial level of care must also have been re-occupied by another qualified resident who has paid an Entrance Deposit. LINDEN PONDS shall pay the

refund of the Entrance Deposit to the duly designated beneficiaries named in a Refund of Entrance Deposit Form or, if there is no Refund of Entrance Deposit Form, to the Resident.

**7.5.2 Termination due to Death of Resident.** If Resident dies after the Occupancy Date, LINDEN PONDS shall pay a refund of the Entrance Deposit except for any deposit made on behalf of Resident from the Linden Ponds Scholarship Program within sixty (60) days of the fulfillment of the following conditions: (1) the Resident's personal representative or family has removed all possessions from the Living Unit; (2) the Resident's personal representative or family has signed a unit release for the Living Unit; (3) the Resident's personal representative or family has paid all outstanding fees and charges; and (4) a qualified, new resident has signed a new Residence and Care Agreement for the Living Unit and has settled in full by paying a new Entrance Deposit. If, at the time of death, Resident resided in a Living Unit at a higher level of care than the level of care in which Resident resided upon initially entering the Community, then the last Living Unit occupied by Resident at the initial level of care must also have been re-occupied by another qualified resident who has paid an Entrance Deposit. The refund shall be payable by LINDEN PONDS to the beneficiaries named in a duly executed Refund of Entrance Deposit Form or, if there is no Refund of Entrance Deposit Form, to the personal representative of Resident's estate. If one joint Resident dies, there will be no refund of the Entrance Deposit; instead, so long as a surviving Resident continues to reside at the Community, the Entrance Deposit shall be deemed to have been paid entirely on behalf of the surviving Resident to be used for the survivor's care if necessary, and will eventually be paid to the survivor, to the beneficiaries named in the survivor's Refund of Entrance Deposit Form, or to the personal representative of the survivor's estate.

**7.5.3 Termination by LINDEN PONDS.** If LINDEN PONDS terminates the Agreement for good cause (see subsection 12.3 of this Agreement), LINDEN PONDS shall pay a refund of the Entrance Deposit, except for any deposit made on behalf of Resident from the Linden Ponds Scholarship Program, within sixty (60) days of fulfillment of the conditions listed in subsection 7.5.1 of this Agreement.

**7.6 Limitation on Amount of Refund.** The amount of the refund which LINDEN PONDS is obligated to pay to Resident and which Resident is entitled to receive shall normally be the amount of Resident's Entrance Deposit, except for any deposit made on behalf of Resident from the Linden Ponds Scholarship Program, at termination. Monthly Service Packages, Ancillary Fees, and Refurbishing Fees will not be automatically deducted from the refund of the Entrance Deposit unless Resident or Resident's representative so directs. If Resident's Living Unit is not reoccupied within a reasonable period of time, in LINDEN PONDS' sole discretion, by a qualified new resident with an Entrance Deposit equal to or greater than Resident's Entrance Deposit, then LINDEN PONDS will so notify Resident or Resident's personal representative. Resident or Resident's personal representative may then either (i) direct LINDEN PONDS to re-market the Living Unit for a discounted Entrance Deposit, and the amount of the discounted Entrance Deposit, when received from a qualified new resident, will constitute the amount of the refund to Resident or (ii) agree to accept a refund in an amount that

equals the Entrance Deposit less not more than one percent (1%) per each month of occupancy as and when required by Massachusetts law.

**Section 8. MONTHLY SERVICE PACKAGES**

**8.1 Monthly Service Package.** During the Term of this Agreement, Resident shall pay the applicable Fee for the Living Unit. As of the date of this Agreement, the applicable Monthly Service Package for the Resident's current Living Unit is shown in Schedule I. The Monthly Service Package is due and payable each month, in advance, within ten (10) days of the monthly statement; provided, however, that the Monthly Service Package for the month during which a Resident first takes occupancy of a Living Unit shall be payable in arrears on a pro-rated basis along with the payment of the Monthly Service Package for the first full calendar month occurring during the Term of this Agreement.

**8.2 Monthly Service Package for Joint Residents.** Joint Residents occupying the same Independent Living Unit shall pay one Independent Living Monthly Service Package and a Double Occupant Fee for each additional Joint Resident. Joint Residents occupying the same Assisted Care Unit shall pay one Assisted Care Monthly Service Package and a Double Occupant Fee for each additional Joint Resident. If the Joint Residents occupy different Living Units, the Residents shall each pay the full Monthly Service Package for their respective Living Unit without a Double Occupant Fee. This fee structure applies to Joint Residents who move to the Community together and to a Resident and a new spouse who are accepted to the Community on different dates.

**8.3 Adjustments to Monthly Service Package.** The Independent Living Monthly Service Package, Assisted Care Monthly Service Package, and Skilled Nursing Service Package may be revised from time to time. LINDEN PONDS generally adjusts fees on an annual basis after having evaluated such factors that it perceives to be relevant to the costs associated with operating the Community and other financial requirements. Normally, such changes will be made to become effective on January 1 of the next calendar year with notice of THIRTY (30) DAYS to Residents in Independent Living, notice of FORTY-FIVE (45) DAYS to Residents in Assisted Care, and notice of SIXTY (60) DAYS to Residents in Skilled Nursing care. However, in unusual circumstances, LINDEN PONDS reserves the right at any time, upon THIRTY (30) DAYS notice to Residents in Independent Living Units, and upon notice of FORTY-FIVE (45) DAYS to Residents in Assisted Care, and notice of SIXTY (60) DAYS to Residents in Skilled Nursing care, to adjust the Monthly Service Package to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including, but not limited to, tax liability for real estate taxes relating to the Community, increased operating expenses, and inflation. Notice to Residents in Assisted Care or Skilled Nursing Care in Renaissance Gardens may be less than FORTY-FIVE (45) DAYS or SIXTY (60) DAYS, respectively, only if the adjustment is due to change in level of care. If LINDEN PONDS and Resident agree that Resident may participate in the Flexible Payment Program, Resident's Monthly Service Package will be increased effective upon the execution of the Flexible Payment Program Addendum, a copy of which is included in Schedule II.

8.4 Monthly Service Package in Event of Temporary Transfer. In the event that Resident temporarily transfers to another Living Unit in the Community or to an Off-Site Facility, Resident shall pay the Monthly Service Package for Resident's permanent Living Unit in addition to the Monthly Service Package for the temporary Living Unit and the applicable fee(s) for the Off-Site Facility, as the case may be. Payment of the Monthly Service Package for Resident's permanent Living Unit assures that such permanent Living Unit will remain available to Resident during the time Resident is temporarily transferred. The Monthly Service Package for a temporary Living Unit at the Community shall be prorated on a daily basis for the period Resident is temporarily transferred.

During the time of the temporary transfer, Resident's Monthly Service Package for the permanent Living Unit shall be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Service Package will be reduced by a single Non-Occupancy Credit; (2) if both Joint Residents transfer from a double occupancy Unit, the Monthly Service Package will be reduced by the two person Non-Occupancy Credit; (3) if both Joint Residents transfer, one from a Living Unit and one from another Living Unit, each Resident's Monthly Service Package shall be reduced by the respective Non-Occupancy Credit.

Upon Resident's return to the permanent Living Unit, Resident shall continue to pay the current Monthly Service Package associated with such Living Unit and shall cease to pay the additional Monthly Service Package for the temporary Living Unit.

8.5 Monthly Service Package in Event of Permanent Transfer. If Resident permanently transfers from one Living Unit to another Living Unit at the Community, Resident shall be responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit, for the vacated Living Unit until Resident completely vacates, removes all possessions from the vacated Living Unit, and returns the keys for the vacated Living Unit to LINDEN PONDS.

8.6 Monthly Service Package in Event of Termination of Agreement. If Resident terminates this Agreement, or if LINDEN PONDS terminates this Agreement for good cause in accordance with Section 12.3, or if this Agreement should terminate by reason of the death of a Resident, Resident shall be responsible for the payment of the Monthly Service Package for the vacated Living Unit, minus the Non-Occupancy Credit, until either (1) all the conditions for a full refund of the Entrance Deposit set forth in Section 7 of this Agreement have been fulfilled; or (2) ninety (90) days following Resident's Departure Date, whichever event shall occur first.

## Section 9. OTHER FEES OR COSTS

9.1 Processing Service Charge. Resident shall pay or has paid to LINDEN PONDS a processing service charge, as shown in Schedule I, per applicant in connection with Resident's application for residence at the Community. The processing service charge is non-refundable.

9.2 Ancillary Services Fees. During the term of this Agreement, if Resident makes use of Ancillary Services, Resident shall pay fees to LINDEN PONDS for the Ancillary Services (as described in Section 5) provided to Resident through LINDEN PONDS. The current Ancillary Fee Schedule is set forth in Schedule I. Fees for ancillary services which are provided by LINDEN PONDS may be revised by LINDEN PONDS from time to time, and such change shall take effect upon the giving of thirty (30) days notice of such increase to the Resident. Fees which are based on published rates (for example, Medicare rates) shall be revised upon the effectiveness of changes to such rates. All Ancillary Services provided by LINDEN PONDS shall be billed to the Resident on the Resident's monthly statement, and payment shall be due immediately upon the rendering of an invoice for such services.

9.3 Other Services. Ancillary Services or other services not billed by LINDEN PONDS and any other services arranged by the Resident shall be billed directly to the Resident, and LINDEN PONDS shall have no responsibility for payment of or collecting payment for such services.

9.4 Refurbishing Fee. Each time Resident permanently vacates an Independent or Assisted Care Unit, irrespective of the length of time of occupancy, Resident shall pay a Refurbishing Fee to LINDEN PONDS to cover the reasonable expense of cleaning and refurbishing the Living Unit, including but not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements and generally restoring the Living Unit to its original condition, or any other appropriate repairs, at LINDEN PONDS' discretion, to bring the Living Unit back to a like-new condition.

9.5 Medical and Other Insurance. Resident shall procure and maintain in force at Resident's own cost maximum coverage available to Resident under Medicare, Parts A & B. LINDEN PONDS may accept documented equivalent coverage if Resident is not eligible for Medicare or is insured under other adequate programs. Supplemental insurance is not provided by LINDEN PONDS. However, a supplemental ("medigap" type) insurance must be purchased and maintained by Resident at Resident's expense. Resident shall procure and maintain, at Resident's own expense, sufficient renter's insurance coverage which shall include (i) damage of, loss to, or theft of Resident's personal property maintained at the Community; and (ii) personal liability insurance covering bodily injury, including death, personal injury, and property damage to the property of LINDEN PONDS or others arising out of an act or omission or Resident. Evidence of such insurance shall, at LINDEN PONDS' request, be provided prior to occupancy.

9.6 Funeral Arrangements and Burial Expenses. Funeral arrangements and burial expenses are the responsibility of the Resident. LINDEN PONDS will not make such arrangements or provide such services.

9.7 Non-Solicitation of Employees. LINDEN PONDS expends significant resources on the hiring, training and development of their employees. Recognizing this expenditure, during the Term of the Agreement, Resident agrees not to employ any person currently

employed by LINDEN PONDS, either directly or indirectly by hiring the services of any such person through a third party. Resident also agrees not to employ any person formerly employed by LINDEN PONDS, either directly or indirectly by hiring the services of any such person through a third party, until two years have elapsed from the employee's last date of employment with LINDEN PONDS. Resident further agrees not to solicit any person employed by LINDEN PONDS to terminate his or her employment in order to work for Resident directly or indirectly through a third party.

**Section 10. FINANCIAL INABILITY TO PAY**

It is the policy of LINDEN PONDS not to terminate a resident's occupancy for the resident's financial inability to pay provided that the resident is otherwise in compliance with the terms of such resident's Residence and Care Agreement. To the extent that it is financially feasible, LINDEN PONDS will assist residents who are unable to pay full Monthly Service Packages by providing financial assistance as described in this Section 10.

To insure that its charitable intentions are equitably allocated for the benefit of as many Residents as possible, LINDEN PONDS requires that, in the event that Resident claims to be unable to make full monthly payment by reason of financial inability, Resident must take any or all of the following actions, as directed by the Executive Director. LINDEN PONDS has the right, but not the obligation, to initiate financial assistance if LINDEN PONDS independently determines that Resident needs financial assistance.

10.1 If the Resident's sources of funds, including expenditures of principal and the guaranty, if any, are inadequate for the Resident to make the payments required under this Agreement, Resident shall file with the Executive Director, on appropriate forms provided by the Executive Director, a Statement of Financial Inability to Pay. As part of the Statement of Financial Inability, Resident shall disclose his or her remaining available assets and income. The Executive Director will review the resident's financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for Resident's care.

10.2 If Resident has outside assets other than the Entrance Deposit, the Executive Director will establish a Spending Plan for Resident to spend the outside assets and to obtain assistance from other available means. If Resident can qualify, Resident will take the necessary steps to obtain county, state, and federal aid or assistance including Medicare, public assistance and any other public benefit program subject to Section 10.7 herein. Resident agrees to execute any and all documents necessary to make and perfect such claims or rights. If Resident fails to cooperate with the Spending Plan for the outside assets, LINDEN PONDS may terminate the Agreement for good cause in accordance with Section 12.3 of this Agreement.

10.3 After Resident has completed the Spending Plan or if the Resident has no available assets other than the Entrance Deposit, LINDEN PONDS will spend-down the Entrance Deposit except for any portion of the Entrance Deposit made on behalf of Resident by

the Linden Ponds Scholarship Fund. After depletion of outside assets, the Entrance Deposit is considered available to the Resident for the Resident's maintenance and support. The Resident may access funds from the Entrance Deposit, without moving from the Community, to pay any and all fees at the Community including Nursing Fees or to pay another provider for support and maintenance if Resident's income and other resources are insufficient to pay for support and maintenance. The Executive Director will notify Resident when spend-down of Resident's Entrance Deposit is available and will give the effective date. Resident will receive periodic statements reflecting the remaining balance of the Entrance Deposit.

10.4 Upon completion of the spend-down of the Entrance Deposit, Resident may qualify for assistance from the resident benevolent care fund established by LINDEN PONDS if it is financially feasible. If Resident is approved for such assistance, the Executive Director shall inform Resident of the amount which the resident benevolent care fund will contribute to the Monthly Service Packages and the amount which Resident must contribute to the monthly service package.

10.5 If requested by LINDEN PONDS, Resident will transfer to an alternate Living Unit at the Community if and when available.

10.6 Resident will provide periodic statements of financial condition and copies of income tax returns as the same may be requested from time to time by LINDEN PONDS. Resident will notify LINDEN PONDS of any and all assets acquired by Resident through any means whatsoever thereafter, and will assign or pay such property received to LINDEN PONDS, in an amount equivalent to the total outstanding charges and fees, owed by Resident.

10.7 Pursuant to current regulatory restrictions for the Community, LINDEN PONDS may not accept Medical Assistance for payment of Monthly Service Packages for the Community's Nursing Units or other Living Units. If these regulatory restrictions are revised, Resident will also apply for Medical Assistance if Resident can qualify. Resident agrees to execute any and all documents necessary to make and perfect such claims or rights.

## Section 11. TRANSFERS

11.1 Temporary and Permanent Transfers. For the purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, a Resident's permanent Living Unit shall remain available to Resident as long as Resident continues to pay the Fees in accordance with Section 8.4. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, Resident shall be requested to release the Living Unit. After a permanent transfer, if Resident is able to return to the Living Unit previously occupied at the Community or to a different, medically appropriate, Living Unit at the Community, Resident shall have the right to occupy the Unit subject to availability of such Unit, and Resident will be given priority status for re-entry to the Community over non-residents on the waiting list for the Community.

**11.2 Transfer at the Election of Resident.** Resident may elect to transfer on a temporary or permanent basis to an alternate Independent Living Unit, an Assisted Care Unit, a Skilled Nursing Unit, or to an Off-Site Facility by giving notice to LINDEN PONDS. All transfers within the Community shall be subject to the availability of the elected alternate Unit and to the approval of LINDEN PONDS. A permanent transfer to an Off-Site Facility shall not be deemed a termination of this Agreement unless Resident elects to terminate this Agreement pursuant to Section 12.2 of this Agreement.

**11.3 Transfer at Election of LINDEN PONDS: Non-Emergency.** Any decisions regarding a transfer of Resident at the election of LINDEN PONDS, except for emergency transfers, shall be made by a committee consisting of the Executive Director or his or her designee and the Medical Director or his or her designee (collectively referred to as the "Committee"). The Committee will consult with the Resident or his or her legal representative. If Resident has a Guarantor or ombudsman, such persons also will be consulted if Resident requests. LINDEN PONDS attempts to interact with the Resident or Resident's representative with the goal of achieving a consensus on the need for a transfer although consensus is not always achieved.

Resident shall not be transferred, temporarily or permanently, to a different Living Unit unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of the health or safety of Resident or the welfare of the other residents, or (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay, or (3) in the case of a permanent transfer to an Off-Site Facility that provides treatment for mental disorders, the need for such transfer is certified by two physicians, or one physician and one psychologist. If the Resident is transferring due to event (1) or (3) listed above and the Living Unit is occupied by joint Residents, a remaining joint Resident may continue to occupy the Living Unit less the joint occupancy fee.

The Committee shall give Resident thirty (30) days advance written notice of the proposed transfer. Resident or his or her representative shall notify LINDEN PONDS of any objection to the permanent transfer within ten (10) days of receipt of the notice. If the Resident or his or her representative do not consent to the transfer, the Committee may, in its discretion and in lieu of a transfer, require Ancillary Services be provided to the Resident if a higher level of care is deemed appropriate in the opinion of the Committee for the protection of the health or safety of the Resident or the welfare of the other Residents. If Resident or his or her representative does not consent to either the transfer or the Ancillary Services, LINDEN PONDS may consider such refusal to constitute good cause for LINDEN PONDS to terminate the Agreement in accordance with Section 12.3.

**11.4 Transfer at Election of LINDEN PONDS: Emergency.** If the health and safety of the Resident or the health and safety of other residents require immediate action, the Executive Director with the approval, if reasonably obtainable, of the Medical Director, may transfer Resident from the Resident's current Living Unit to a different Living Unit or to an Off-Site Facility, on a temporary or permanent basis. Emergency circumstances arise when there is a

danger of immediate, irreparable harm to the health and safety of the Resident or to the health and safety of other people at the Community. In the event that Resident is required to be transferred to a Skilled Nursing Unit, an Assisted Care Unit, or an Off-Site Facility during a period that Resident is suffering from legal incompetency, Resident agrees to be bound by the terms of the applicable Agreement in effect at the time of such transfer.

**11.5 Use of Living Unit.** In the event of a temporary transfer, whether due to the election of Resident or of LINDEN PONDS, Resident's prior Living Unit will remain available to Resident as long as Resident continues to pay the Monthly Service Package for the permanent Living Unit in accordance with Section 8.4.

In the event of a permanent transfer, whether due to the election of Resident or of LINDEN PONDS, Resident or his or her representative shall sign the Living Unit Release Transfer Addendum unless Resident is a Joint Resident and the other Joint Resident remains in the Living Unit. After receipt of notice of permanent transfer, Resident shall take all reasonable steps to vacate the Living Unit before the date set for the transfer. Resident or his or her representative shall then be responsible to vacate the Living Unit and to remove all personal possessions from the Living Unit. LINDEN PONDS shall have the right to show the Living Unit to interested applicants as of the date indicated in the Unit Release Form. After the transfer, if Resident's former Living Unit is not vacated, LINDEN PONDS shall have the right to store Resident's remaining possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility at Resident's expense until disposition thereof can be made. LINDEN PONDS assumes no responsibility for Resident's stored possessions.

If Resident fails to vacate the Living Unit by the indicated Departure Date or, in the event of a transfer by LINDEN PONDS, within sixty (60) days from the notice of transfer, LINDEN PONDS shall have the right to store the Resident's possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at Resident's sole expense until disposition can be made. LINDEN PONDS assumes no responsibility for Resident's stored possessions.

## Section 12. TERMINATION

**12.1 Automatic Cancellation.** In accordance with the laws of the Commonwealth of Massachusetts, this Agreement will be automatically canceled if the unit is not available for occupancy on the date agreed upon in writing by the parties unless the parties agree in writing to extend the occupancy date. If the Agreement is automatically canceled LINDEN PONDS shall, within sixty (60) days, return any and all amounts paid.

**12.2 Termination by Resident.** Resident may terminate this Agreement at any time and for any reason by giving notice to LINDEN PONDS of his or her intention to terminate. Where practicable, LINDEN PONDS requests at least sixty (60) days notice of termination in order to expedite the resale of the Living Unit and the refund of the Entrance Deposit in accordance with Section 7 of this Agreement.

12.3 Termination by LINDEN PONDS. A decision by LINDEN PONDS to terminate this Agreement shall be made by the Executive Director of the Community. LINDEN PONDS may not terminate this Agreement without good cause. "Good Cause" is defined as: (i) Non-payment of Fees; (ii) A determination that the Resident is a danger to himself/herself or others; (iii) Repeated conduct by the Resident that interferes with other Residents' quiet enjoyment of the Community; (iv) Persistent refusal to comply with reasonable written rules and regulations of the Community; (v) A material misrepresentation made intentionally or recklessly by the Resident in his or her application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost of providing to the Resident the care and service under the Agreement; or (vi) A material breach by the Resident of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, LINDEN PONDS will give Resident sixty (60) days written notice of the termination and the reason for termination. In the event of non-payment of fees, LINDEN PONDS will give written notice to the Resident that the Resident is in default under this Agreement for non-payment of fees. LINDEN PONDS may charge Resident interest on the overdue amount of one and one-half percent (1 1/2%) per month. If Resident fails to make full payment of all outstanding fees and charges within thirty (30) days of receipt of the notice, LINDEN PONDS may, at its election, either terminate the Agreement upon an additional thirty (30) days notice or may require a spend-down of the Entrance Deposit, in accordance with the Community's spend-down procedures as generally set forth in Section 10 of this Agreement, to offset the overdue fees and charges. Acceptance by LINDEN PONDS of partial payment of the fees does not constitute a waiver of the outstanding fees and charges unless LINDEN PONDS agrees to a waiver in writing.

12.4 Vacating the Unit. Upon termination of the Agreement either by election of Resident, election of LINDEN PONDS, or due to the death of the Resident, Resident or his or her representative shall sign and give to LINDEN PONDS a Unit Release form, advising LINDEN PONDS of the Departure Date for the Resident. Resident or his or her representative shall then be responsible to vacate the Living Unit and to remove all personal possessions from the Living Unit. LINDEN PONDS shall have the right to show the Living Unit to interested applicants as of the date indicated in the Unit Release Form.

If Resident fails to vacate the Living Unit by the indicated Departure Date or, in the event of a termination by LINDEN PONDS, within the required time from the notice of termination as provided in Section 12.3, LINDEN PONDS shall have the right to store the Resident's possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at Resident's expense until disposition can be made. LINDEN PONDS assumes no responsibility for Resident's stored possessions.

Section 13. RIGHTS OF LINDEN PONDS

13.1 Community Rules and Regulations. LINDEN PONDS shall have the right to promulgate reasonable rules and regulations governing the conduct of the Residents. Resident shall enjoy the fullest measure of independence consistent with the accommodation in which Resident lives, subject, however, to the limitations of the reasonable policies and procedures now or hereafter adopted by LINDEN PONDS for the conduct and care of all residents. Resident agrees to abide by all such policies and procedures; and generally to conduct himself or herself in such a manner as to promote the peace and harmony of the Community.

13.2 Access to Living Units at the Community. Resident acknowledges and accepts the responsibility of LINDEN PONDS to enter Resident's Living Unit in order to carry out the purpose and intent of this Agreement and authorizes such entry. Such entry includes (1) performance of authorized housekeeping duties; (2) response to medical emergencies; (3) responses to fire protection systems; (4) entry by authorized personnel in the event that the Resident is reported missing or has not responded to a call; (5) scheduled maintenance activities; and (6) enforcement of the Community's policies and procedures. LINDEN PONDS acknowledges and hereby agrees to respect Resident's right to privacy and agrees to limit uninvited entry into the Living Unit at the Community to emergency situations and scheduled or authorized work as set forth in this paragraph.

13.3 Property Rights. Resident acknowledges that, except as expressly set forth in this Agreement, the rights and privileges granted by this Agreement do not include any right, title or interest in any part of the personal property or real property - including land, buildings and improvements - owned, leased or administered by LINDEN PONDS. Resident's rights are limited to the rights provided in this Agreement for services and the occupancy of the Living Units. Except for Resident's right to occupy the Living Unit, any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of the premises or interest in real and personal property of LINDEN PONDS, to all amendments, modifications, replacement or refunding, of any such mortgage or deed of trust or leasehold interest, and to such reasonable rules and regulations governing the use of the property as shall from time to time be imposed by LINDEN PONDS. Resident hereby agrees, upon request of LINDEN PONDS, to execute and deliver any document which is required to this effect by LINDEN PONDS, or by the holder of such mortgage or deed of trust or leasehold interest to effect such subordination or to evidence the same, and appoints LINDEN PONDS as Resident's attorney in fact to accomplish that purpose.

13.4 Limitation of Liability. LINDEN PONDS shall not be responsible for the loss of any personal property belonging to the Resident due to theft or any other cause. The liability of LINDEN PONDS for damage to or loss of Resident's personal property shall be limited to damage or loss caused by negligent acts or omissions of LINDEN PONDS or of its employees acting within the scope of their employment.

13.5 Unauthorized Transfers of Property. The financial information submitted by or on behalf of Resident is a material aspect upon which LINDEN PONDS is reasonably relying in determining Resident's qualifications for becoming a Resident of the Community. Being able to meet the financial criteria to become a Resident helps assure the financial stability of this Community. Furthermore, LINDEN PONDS is committed to take every reasonable step to assist a Resident who has depleted those assets through normal living expenditures so that he or she may continue to remain as a Resident of the Community. However, in order to protect LINDEN PONDS from a situation wherein a Resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Service Packages, Resident agrees not to divest him/herself of, sell, or transfer any assets or property interests (excluding expenditures for Resident's normal living expenses) that reduces the assets that the Resident or his/her representative disclosed as available assets for admission, without having first obtained the written consent of LINDEN PONDS.

13.6 Religious Affiliation and Sponsorship. There is no religious organization which maintains financial control over LINDEN PONDS.

**Section 14. MISCELLANEOUS PROVISIONS**

14.1 Documents Incorporated by Reference. This Agreement includes the Admissions Application for residence, the Financial Information Form, the Resident Information Form, including Resident's medical records, if any, and the Refund of Entrance Deposit Form. This Agreement may include an Assisted Care Addendum, a Care Center Addendum, a Promissory Note, a Guaranty Agreement, a Power of Attorney for property disposition, an Advance Directive, Appointment of Health Care Agent, or Living Will, and Resident's medical insurance documentation, Disclosure Statement, all of which documents are incorporated by reference and made a part of this Agreement (see Schedule II attached hereto). Resident acknowledges that LINDEN PONDS will rely on statements of Resident in these documents and warrants that all statements are true and complete to the best of Resident's knowledge.

14.2 Rules of Construction. In this Agreement, the masculine, feminine and neuter genders shall be construed to be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Similarly, the singular and plural shall be interchangeable and shall include one another to the extent that such context is necessary to provide a logical or meaningful construction of the text. Section captions are for ease of reference only.

14.3 Non-waiver. The failure of any party in any one or more instances to insist on the strict performance, observance or compliance by the other party with any of the terms or provisions of this Agreement, shall not be a continuing waiver thereof nor construed to be a waiver or relinquishment by a party of its rights to insist upon strict compliance by the other party with all of the terms and provisions of this Agreement.

14.4 Entire Agreement. This Agreement and the documents referenced in Section 14.1 represent the entire agreement between LINDEN PONDS, Resident, and Guarantor, if any, and supersede all prior Agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

14.5 Amendment. This Agreement shall be amended only in writing, signed by LINDEN PONDS and Resident.

14.6 Severability. The invalidity or unenforceability of any provision of this Agreement or the application of any such provision, shall not affect or impair any other provisions or the validity or enforceability of the remainder of this Agreement, or any application of any other provision of the remainder of this Agreement; however, the Resident, to the extent provided by law, retains the right to rescind this Agreement if any provision is in violation of the laws of the Commonwealth of Massachusetts as amended from time to time.

14.7 Paragraph Headings. Paragraph headings are added solely to aid in the review of this Agreement and are not to be construed to affect the interpretation of this Agreement.

14.8 Governing Law; Jurisdiction. This Agreement shall be governed by and continued and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effort to the conflict of law provisions thereof. All parties to this Agreement, including LINDEN PONDS, Assignee, Resident, and Guarantor(s), if any, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement shall be in Plymouth County, Massachusetts. All parties agree that the filing of any action may include a request for an expedited hearing.

14.9 Assignment. In the event that LINDEN PONDS or any of LINDEN PONDS' successors or assigns shall give Resident notice that any or all of the rights, duties and obligations of LINDEN PONDS have been assigned to a new person or entity registered as a continuing care provider under the laws of the Commonwealth of Massachusetts to provide services at the Community, Resident agrees to recognize such new person or entity as LINDEN PONDS under this Agreement, to the extent of such assignment.

## Section 15. DEFINITIONS

Whenever the following words or phrases appear in this Agreement beginning with a capital letter, these definitions shall apply:

Agreement: This document, including all exhibits, supplements, amendments, or addenda, as signed by LINDEN PONDS, Resident and Guarantor, if any.

Ancillary Services: Those services specified in Section 5 of this Agreement made available by LINDEN PONDS and/or provided by approved providers, the cost of which is not

included in the Independent Living Monthly Service Package, the Assisted Care Monthly Service Package or the Skilled Nursing Monthly Service Package.

**Assisted Care Monthly Service Packages:** The current monthly rate for an Assisted Care Unit, based on the level of care provided for the Resident. Fees for Assisted Care are based on the currently established rate for this service as determined by LINDEN PONDS.

**Assisted Care Unit:** Room accommodations for a resident who is unable to perform normal functions necessary to live in an Independent Living Unit, but who needs a lesser degree of medical care, personal care and service than is provided in a Skilled Nursing Unit.

**Community:** The physical site and structures operated by LINDEN PONDS as a retirement community in Hingham, Massachusetts.

**Covered Services:** Those services specified in Section 4 of this Agreement made available by LINDEN PONDS for the applicable Independent Living Monthly Service Package, Assisted Care Monthly Service Package or Skilled Nursing Monthly Service Package.

**Departure Date:** The date on which Resident or, in the event of Resident's death, Resident's personal representative or family vacates the Living Unit after providing LINDEN PONDS with a signed Unit Release form, removing all possessions from such Living Unit, and turning in keys for the Living Unit. If Resident or Resident's personal representative or family do not timely provide LINDEN PONDS with a signed Unit Release form, turn in the keys, or remove the possessions, the Departure Date shall be the date that LINDEN PONDS removes all possessions from the Living Unit and places them in a general storage area at the Community or in a commercial storage facility, all at Resident's expense until disposition can be made. LINDEN PONDS assumes no responsibility for Resident's stored possessions.

**Double Occupancy Fee:** The fee payable in the event that Joint Residents occupy the same Living Unit.

**Entrance Deposit:** The entrance fee required to be paid to LINDEN PONDS on or before the Occupancy Date, as set forth in Section 7.1 of this Agreement, as may be modified, which includes the Priority Deposit, the Reservation Deposit, the Signing Deposit, and the Move-In Deposit.

**Executive Director:** The chief administrative officer of the Community appointed as such by LINDEN PONDS.

**Flexible Payment Program:** The alternate pricing program offered by LINDEN PONDS in which the Resident pays a reduced Entrance Deposit with a corresponding increase in the Monthly Service Package.

**Guarantor:** Any person or persons who guarantee the obligations of Resident to pay the Independent Living Monthly Service Package Fee, the Assisted Care Monthly Service Package,

the Skilled Nursing Monthly Service Package, fees for Ancillary Services or any other fee payable by Resident under the terms of this Agreement.

Independent Living Monthly Service Packages: The current monthly rate charged for Resident's Independent Living Unit. Monthly Service Packages for Independent Living are based on the currently established rate for this service as determined by LINDEN PONDS.

Independent Living Unit: A living accommodation at the Community for a Resident who is able to live independently within LINDEN PONDS' guidelines.

Linden Ponds Scholarship Program: Linden Ponds will provide an Entrance Deposit Subsidy Fund which shall be available to subsidize prospective residents who are income eligible, but lack sufficient assets for the required Entrance Deposit.

Living Unit: An Independent Living Unit, Assisted Care Unit, or Skilled Nursing Unit.

Medical Director: A licensed physician officially designated by LINDEN PONDS as the person responsible for the direction and control of medical services offered at the Community.

Move-In Deposit: The remaining portion of the Entrance Deposit paid to LINDEN PONDS when the Resident is ready to occupy the Living Unit.

Non-Occupancy Credit: Resident may receive a Non-Occupancy Credit to reduce Resident's Independent Living Monthly Service Packages or Assisted Care Monthly Service Packages, as the case may be, when a Resident is or joint Residents are transferred temporarily to a different Living Unit. Resident may receive a Non-Occupancy Credit, upon request, in other circumstances in the sole discretion of the Executive Director. The current Non-Occupancy Credit is provided on Schedule I. Adjustments to and policies concerning the Non-Occupancy Credit are made by LINDEN PONDS. Credit is given based on the required consecutive days of absence.

Notice: For the purposes of this Agreement, Notice shall be deemed to have been given to Resident when deposited in Resident's message box or personally delivered to Resident, and to LINDEN PONDS when personally delivered to the office of the Executive Director at the Community and to General Counsel at the corporate office located at 701 Maiden Choice Lane, Baltimore, Maryland 21228. If the Resident has not yet taken possession of the Living Unit, notice to the Resident shall be given by first-class mail, postage pre-paid, to the Resident's last known address and such notice shall be deemed to be effective on the third day following such mailing. If the Resident has been transferred to an Off-Site Facility, notice shall be given by first-class mail, postage pre-paid, to the Resident at such facility and shall be deemed to be effective on the third day following such mailing.

Occupancy Date: The date on which the Resident is authorized by LINDEN PONDS to take possession of a Living Unit. On this date, Resident shall be allowed access for belongings

or to personally inhabit the Unit pursuant to this Agreement. Delivery of keys to Resident shall be deemed authorization to take possession.

**Off-Site Facility:** A facility for assisted care, nursing care, or other health care services not located on the campus of the Community and not owned or operated by LINDEN PONDS.

**Priority Deposit:** The portion of the Entrance Deposit paid to LINDEN PONDS at the time that Resident submits the Admissions Application for consideration of residency or for a position on the futures or standby list.

**Refund of Entrance Deposit Form:** A form signed the Resident designating to whom the refund of the deposit shall be made upon termination of the Residence and Care Agreement.

**Refurbishing Fee:** The fee payable by a Resident who has occupied an Independent Living Unit or an Assisted Care Unit which covers the reasonable expense of cleaning and refurbishing the Unit upon the Resident's vacating the unit. Refurbishing shall include but is not limited to spackling, painting, housekeeping, carpet and flooring replacement or cleaning, and removing any customized improvements to the Unit. It is intended that the Unit shall be restored to its condition when it was originally occupied. Determination of the extent of refurbishment shall be established by the Executive Director.

**Renaissance Gardens:** The portion of the Community housing both the Assisted Care Units and the Skilled Nursing Units for residents with higher healthcare and personal service needs.

**Reservation Deposit:** The portion of the Entrance Deposit paid to LINDEN PONDS when the Resident reserves a specific new Living Unit.

**Resident:** Each person designated by name in the first paragraph of this Agreement, who is a party to this Agreement.

**Signing Deposit:** The portion of the total Entrance Deposit paid to LINDEN PONDS at the time that Resident and LINDEN PONDS sign the Residence and Care Agreement.

**Skilled Nursing Monthly Service Packages:** A rate based on the type of Skilled Nursing Unit occupied and Entrance Deposit level for the Resident. Fees for care in the Skilled Nursing Unit are determined by LINDEN PONDS based on nursing personnel costs and other financial considerations.

**Skilled Nursing Unit:** Room accommodations for a Resident who is unable to perform normal functions necessary to live in an Independent Living Unit or Assisted Care Unit and who needs the degree of medical care, personal care and service that is provided in either a Level II or Level IV Long Term Care Unit.

**Spending Plan:** A plan set forth by the Executive Director of the Community in the event that Resident is financially unable to pay Resident's monthly service packages.

**[Remainder of this page intentionally left blank]**

**SIGNATURES**

IN WITNESS WHEREOF the parties have hereunto set their hands on the date appearing next to their respective signatures.

**LINDEN PONDS, INC.**

\_\_\_\_\_  
Witness By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Witness Resident \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Witness Resident \_\_\_\_\_ Date \_\_\_\_\_

If applicable: Guarantors: I (We) \_\_\_\_\_ have read and understand the provisions of this Agreement and by signing my (our) name(s) below, agree to guaranty Resident's obligations incurred under this Agreement in accordance with the Guaranty Agreement.

\_\_\_\_\_  
Witness Guarantor \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Witness Guarantor \_\_\_\_\_ Date \_\_\_\_\_

**Schedule I  
Schedule of Fees**

Total Entrance Deposit for Unit: \$ \_\_\_\_\_ consisting of:

The \$1,000 Priority List/ Priority Deposit  
 Reservation Deposit 1: \$ \_\_\_\_\_  
 Reservation Deposit 2: \$ \_\_\_\_\_  
 The Signing Deposit: \$ \_\_\_\_\_ (bringing total to 10% of  
 Entrance Deposit including previous  
 deposits); and  
 The Final Deposit: \$ \_\_\_\_\_ (remaining portion of  
 Entrance Deposit)

Current Monthly Service Package for Unit: \$ \_\_\_\_\_ per month

Current Processing Service Charge: \$ \_\_\_\_\_ per applicant

Current Ancillary Fee Schedule:

Description of Ancillary Service	2009
Non-occupancy credit per day (7 consecutive nights or more)	\$10.00
Non-occupancy credit (90 consecutive days or more)	\$13.00
Non-occupancy credit (90 consecutive days or more) Second Resident	Double Occupancy Fee suspended (Retroactively)
Guest Meal	\$15.00
Guest Meal - Holiday Brunch	\$18.75
Child Guest Meal (age 11 and under)	\$6.75
Housekeeping, Hourly (one hour minimum)	\$25.00
Laundry, per load	\$13.00
Laundry, per week Assisted Care	\$13.00
Maintenance & Grounds, Hourly (per hour plus)	\$29.00
Guest Room, Daily	\$85.00
Guest Room Suite, Daily	\$114.00
Guest Cot, Daily	\$13.00
Pac n' Play	\$10.00
Storage Bin, Monthly	\$11.00
Padlock for Storage Bin	\$10.50
Reserved Parking, Monthly	\$26.50
Reserved Parking - Covered - Monthly	\$53.00

Description of Ancillary Service	2009
Snow Removal (per car)	\$20.00
Vehicle Battery Jump Start	\$5.00
Additional Apartment Key	\$10.00
Additional Mailbox Key	\$3.75
Exterior Door Keys	\$35.00
Replacement ID Badge	\$10.00
Gate Transponders	\$50.00
Wheelchair Escorts (each way within Community)	\$10.00
Emergency Pendants	\$130 Installation Fee;
Non-shuttle Transportation, Hourly	Destination
Furniture Removal Charges	Depending on Item
Health Club Membership (registration required)	\$18.00 / per month
Group Fitness Membership (registration required)	\$18.00 / per month
Holistic Membership	\$30.00 / per month
Group Fitness Punch Pass ( 10 classes - registration	\$25.00
Guest Fee (per visit)	\$5.00
Personal Training	\$25.00 / session or
Fall Proof Course (10 weeks)	\$100.00
4 hour session	\$58.00 per session
Computer Support	\$30 for 1/2 hour

Note: The table showing changes in Monthly Service Packages and ancillary fees since the opening of the community or the last five years of operation, whichever, is less, is included as Exhibit 6 of the Linden Ponds Disclosure Statement.

Schedule II  
Documents Incorporated

- A. Admissions Application for residence
- B. Financial Information Form
- C. Resident Information Form
- D. Refund of Entrance Deposit Form
- E. Guaranty Agreement (if any)
- F. Promissory Note (if any)
- G. Unit Release and Unit Transfer-Release Forms
- H. Power of Attorney for property disposition (if any)
- I. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)
- J. Resident's medical insurance documentation
- K. Flexible Payment Program Addendum (if any)



**Linden Ponds**

*Add more Living to your Life™*

**Ancillary Fee Schedule, Year 2010**  
**“Fee-for-Service Options”**

**Dining Services, Fireside and Overlook Restaurants**

Guest for Dinner	\$15.75
Guest for Holiday Brunch/Special Meal	\$19.75
Child Guest Meal (11 years old and under)	\$6.95

**General Services**

Housekeeping, hourly	\$25.00
Handyman Service, hourly (picture hanging, etc.)	\$30.00
Laundry, per load (our staff doing for you)	\$13.00
Storage Bin, monthly (4' X 4' X 3' 8")	\$11.00
Free Parking, longer walk from apartment	
Reserved Parking, monthly (if desired)	\$26.50
Covered Parking, monthly (if desired)	\$53.00
Snow Removal from car	\$20.00
Non-Scheduled Transportation (sedan service)	Dependent on destination

**Miscellaneous**

Roll-away Guest Cot, daily	\$13.00 (Pac n' Play also available \$10.00)
Guest Room/Guest Suite, daily	\$88.00/\$117.00
Fitness Center Membership, monthly (per person)	\$18.50
Fitness Classes	\$18.50/month unlimited, \$25.00/ten classes
Holistic Fitness Membership, monthly	\$32.00 Fitness Center and unlimited classes
Personal Training	\$25.00/session, \$100.00/8 sessions
In-home Computer Support, first half-hour	\$30.00 (\$10.00/each additional 15 minutes)

**Non- Occupancy Credit**

7 consecutive nights or more	\$10.00 credit per person per day
90 or more consecutive day absence (single)	\$13.00 credit per person per day *
90 or more consecutive day absence (2 <sup>nd</sup> resident)	Second Person Monthly Fee suspended *
	*retroactively

